

**UNITED STATES DISTRICT COURT  
DISTRICT OF MASSACHUSETTS**

HARTFORD FIRE INSURANCE CO.,  
Plaintiff,

vs.

EASTERN CONTRACTORS, INC.,  
Defendant/Third-Party Plaintiff,

vs.

CITY OF LAWRENCE, CITY OF FALL  
RIVER, AND FREETOWN/LAKEVILLE  
REGIONAL SCHOOL DISTRICT  
Third-Party Defendants.

C.A. No. 03-12502 RGS

**CITY OF LAWRENCE'S INITIAL DISCLOSURES**

Pursuant to Fed. R. Civ. P. 26(a)(1) and Local Rule 26.2 of the United States District Court for the District of Massachusetts, the City of Lawrence (the "City") hereby submits the following initial disclosures.

The dispute between Plaintiff Hartford Fire Insurance Company ("Hartford") and Eastern Contractors, Inc. ("Eastern") involves seven (7) separate public construction projects. The City of Lawrence is involved in only one of the projects, the New Wetherbee School (the "Project"). Accordingly, these disclosures relate only to the Wetherbee project. Documents will be identified by generic description and will be made available for inspection and copying upon request pursuant to Rule 34 of the Federal Rules of Civil Procedure, subject to all applicable privileges.

**A. Witness Information.** The following is a list of witnesses who may be likely to have discoverable information concerning claims and defenses of the City in relation to the Project. The City reserves the right to supplement this list with additional information as it becomes available.

- i. Ramesh Motwane  
Eastern Contractors, Inc.  
571 Union Avenue  
Framingham, Massachusetts  
508-820-4401
- ii. Suresh Bhatia, formerly employed by:  
Eastern Contractors, Inc.,  
571 Union Avenue  
Framingham, Massachusetts  
508-820-4401
- iii. Shirly LaPierre  
Eastern Contractors, Inc.,  
571 Union Avenue  
Framingham, Massachusetts  
508-820-4401
- iv. Frank Marino  
Eastern Contractors, Inc.  
571 Union Avenue  
Framingham, Massachusetts  
508-820-4401
- v. David Capaldo  
Design Partnership of Cambridge, Inc.  
500 Rutherford Ave.  
Charlestown, MA 02129  
617-241-9800
- vi. Kevin McCarthy  
Lawrence Public Schools  
225 Essex Street  
Lawrence Massachusetts 01840  
978-975-5905

- vii. George Collins  
Lawrence Public Schools  
225 Essex Street  
Lawrence Massachusetts 01840  
978-975-5905
- viii. Wayne Capolupo, former chairperson of the School Building Committee;  
c/o City Hall  
200 Common Street  
Lawrence, MA 01840  
978-794-5858
- ix. Tim Bell  
18 Clarridge Circle  
Milford, MA 01757  
978-686-9168
- x. Norman H. Brown, P.E., PLS  
Bayside Engineering  
5 Middlesex Avenue  
Somerville, MA 02145

**B. Discoverable Documents.**

i. Contract documents including the general contract and technical specifications, addenda, general and supplementary conditions, change orders, construction change directives, contract modifications, plans, drawings, sketches, submittals, shop drawings and related general contract construction documents. The originals of such documents are maintained by the City or the City's consultants.

ii. Correspondence between Eastern, the City, the architect, and Hartford concerning the performance or non-performance of work, nonconformity of certain work items, demands for performance, job meeting notes, meeting minutes, payment requisitions, summaries and reports from consulting engineers and construction managers regarding nonconforming and/or defective work, notifications to Hartford and its replacement subcontractor regarding damages caused to adjoining work by negligent and nonconforming work performed by Hartford and its completing

subcontractors. The originals of such documents are maintained by the City or the City's consultants.

iii. Correspondence and other communications from the City to Eastern either directly or through its architects, consultants and engineers regarding defective and nonconforming work performed by Eastern or its subcontractors. The originals of such documents are maintained by the City or the City's consultants.

iv. Documents that refer to, reflect, constitute or discuss the contract documents and any change orders related to the Project between the City and Eastern. The originals of such documents are maintained by the City or the City's consultants.

v. Summaries of expenses and business records concerning costs incurred by the City for extended professional services required due to Eastern's failure to timely complete the Project. The originals of such documents are maintained by the City or the City's consultants.

vi. Summaries of expenses incurred and payments made by the City on behalf of Eastern for which Eastern is legally responsible. The originals of such documents are maintained by the City or the City's consultants.

**C. Computation of Damages.** The City estimates that it has sustained damages attributable to Eastern in the approximate sum of \$591,695.79, exclusive of attorneys' fees, based on the following calculation: extended consultant fees, \$284,414.41; direct payments made by the City on behalf of Eastern, \$134,179.38; utility bills unpaid by Eastern, \$123,102.00; additional consultant fees required to close-out the Project, \$50,000.

Respectfully submitted,

Third-Party Defendant/Third-Party Counterclaimant:

CITY OF LAWRENCE,

By its Attorneys,

Date: April 14, 2005

/s/ Doreen M. Zankowski  
Joel Lewin (BBO# 298040)  
Doreen M. Zankowski (BBO# 558381)  
Hinckley Allen Snyder LLP  
28 State Street  
Boston, MA 02109-1775  
(617) 345-9000

CERTIFICATE OF SERVICE

I, Doreen M. Zankowski, hereby certify that on this 14th day of April 2005, I served a copy of the foregoing document on counsel of record electronically and by first class mail, postage prepaid.

/s/ Doreen M. Zankowski